

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. M095		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR		5. PROJECT NO.	
6. ISSUED BY U.S. Department of Energy Nevada Operations Office P.O. Box 98518 Las Vegas, NV 89193-8518		CODE		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Bechtel Nevada P.O. Box 98521 Las Vegas, NV 89193-8521				(v)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC08-96NV11718	
						10B. DATED (SEE ITEM 13) 01/01/96	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or © By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral - Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor ___ is not, ___ is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
This modification revises Contract Clauses No. H.2 entitled, "Key Personnel," and No. H.39 entitled, "Definition of Managerial Personnel," to reflect the recent reorganization of Bechtel Nevada. In addition, this modification revises Section J, Appendix A, entitled "Advance Understandings Human Resources For Profit Contractors," to incorporate the attached Appendix A revision concerning emergency response duty pay; pay during deployment for employees in salary grades 1-7 and to bargaining unit employees; and, revising the eligible teams list in Appendix A, page A-24a..							
All other terms and conditions remain unchanged.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Melody C. Bell Contracting officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY		(Signature of Contracting Officer)	

1. Contract Clause No. H.2 entitled, "Key Personnel," is modified to reflect the recent Bechtel Nevada reorganization. Contract Clause No. H.2 entitled, "Key Personnel," is deleted in its entirety and replaced with the following:

H.2 KEY PERSONNEL

Pursuant to Contract Clause No. I.100 entitled, "Key Personnel," the Contractor's key personnel are as follows:

NAME	TITLE
Dr. F. A. Tarantino	President and General Manager
Dr. H. J. Saxton	Deputy General Manager - Stockpile Stewardship Programs and Operations
B. E. Sheridan	Deputy General Manager - National Security Response Programs and Operations
M. A. Wollin	Vice President and Assistant General Manager - Business Services

Contract Clause No. I.100 entitled, "Key Personnel," contains a requirement for notification to the Contracting Officer reasonably in advance of diverting of, or substitution for, any of these individuals. That period of time shall not be less than 30 days.

2. Contract Clause No. H.39 entitled, "Definition of Managerial Personnel," is modified to reflect the recent Bechtel Nevada reorganization. Contract Clause No. H.39 entitled, "Definition of Managerial Personnel," is deleted in its entirety and replaced with the following:

H.39 DEFINITION OF MANAGERIAL PERSONNEL

- (a) The term "Contractor's Managerial Personnel" as used in this Contract (Clauses I.82, "Allowable Costs and Fixed Fee (Management and Operating Contracts)," Clause I.88, "Property," Clause I.95, "Insurance - Litigation and Claims)" shall be limited to personnel serving in the following management positions:
 - (i) President and General Manager of Bechtel Nevada Corporation
 - (ii) Deputy General Manager for Stockpile Stewardship Programs and Operations
 - (iii) Deputy General Manager for National Security Response Programs and Operations
 - (iv) Vice President and Assistant General Manager for Business Services
 - (v) Manager for Stockpile Stewardship
 - (vi) Manager for National Security Response
 - (vii) Manager for Defense & Civil Projects

- (viii) Manager for Environmental Management
 - (ix) Manager for Combating Terrorism
- (b) The Contractor and Government shall negotiate changes in the above list as necessary to address changes in Contractor's organization or in the scope of work under the contract.
3. Section J, Appendix A, entitled "Advance Understandings Human Resources For Profit Contractors," is modified to incorporate the attached Appendix A revision concerning emergency response duty pay; pay during deployment for employees in salary grades 1-7 and to bargaining unit employees; and, revising the eligible teams list in Appendix A, page A-24a..

(END OF MODIFICATION)